

**Agreement for Environmental Maintenance
and
Supplemental Safety Services**

dated as of June 22, 2017

by and between

Westwood Village Improvement Association

and

MYDATT SERVICES INC, dba BLOCK BY BLOCK

7135 Charlotte Pike

Nashville, TN 37209

("Block by Block")

This AGREEMENT is effective on January 1, 2017 (the "Effective Date") by and between the Westwood Village Improvement Association 10880 Wilshire Blvd, Suite 117, Los Angeles, CA 90024 ("CUSTOMER"), and Mydatt Services, Inc., an Ohio Corporation, d.b.a. Block by Block, 7135 Charlotte Pike, Nashville, TN 37209 (hereinafter referred to as "Block by Block").

W I T N E S S E T H:

WHEREAS, the CUSTOMER desires to have Block by Block undertake to furnish uniformed downtown Ambassadors and provide services to the district in the area specifically defined in Exhibit A (the "Service Area");

NOW THEREFORE, the parties, in consideration of the mutual obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows:

1) TERM: This Agreement will begin on the Effective Date and shall continue for a period of one (1) year ("Initial Term"), expiring December 31, 2019 unless sooner terminated as provided in Section 9. At the end of the Initial Term, this Agreement may be renewed for two (2) subsequent terms of one (1) year upon the mutual written agreement of the parties (each "Renewal Term"). The Renewal Terms and Initial Term are referred to herein collectively as the "Term." Block by Block will forward to the CUSTOMER each Renewal Term and requested changes to contract provisions no later than October 30th of each year.

2) SERVICES TO BE PERFORMED BY BLOCK BY BLOCK: Block by Block shall furnish environmental maintenance and hospitality ambassadors ("Ambassadors") who shall provide services in the Service Area, including, but not limited to, the services outlined in Exhibit B & C attached hereto and

incorporated herein ("Services"). At the start of the contract period, Block by Block will propose a comprehensive monthly plan of services for the Service Area and may propose any modifications to the plan from time to time. The plan and any modifications shall be subject to the CUSTOMER approval. The CUSTOMER shall have the right to request or initiate modifications at any time. Representatives of the CUSTOMER and Block by Block will meet at least once per quarter or at such intervals as the parties may agree and at such other times as the CUSTOMER may request to review the services plan and adjust or modify as deemed necessary.

3) COMPANY STANDARDS: Block by Block shall maintain a high standard of services, with adjustments in authorized weekly hours and annual contract value as agreed upon. Block by Block will maintain a close check over all Ambassadors to ensure this high standard of services is delivered. Specific assignments, hours and duties of the Ambassadors will be proposed monthly by Block by Block and approved by the CUSTOMER.

4) DUTIES OF BLOCK BY BLOCK:

- a) Block by Block shall provide the number of Ambassadors in the weekly service hours outlined in Exhibit D to perform the Services outlined in Exhibit B and C. Such Ambassadors shall be employees of Block by Block and at no time be deemed agents or employees of the CUSTOMER. Block by Block shall provide all employees adequate training to such Ambassadors.
- b) Block by Block shall have a qualified Operations Manager assigned to the program to oversee the operations of the Ambassadors.
- c) Block by Block shall furnish appropriate uniforms and necessary equipment for the Ambassadors, as reasonably determined by CUSTOMER. Ambassadors shall be clean, courteous, competently trained, neat in appearance, able to communicate in English, and shall at all times wear the uniform approved by the CUSTOMER.
- d) Block by Block shall furnish adequate means of communications by which all Ambassadors can communicate with one another and their supervisory staff.
- e) Block by Block shall make a designated representative available at all reasonable times to report to and confer with the designated agents of the CUSTOMER with respect to the Services to be rendered hereunder.
- f) Block by Block shall conduct a background check, to include criminal history and drug screen, on all employees prior to assignment at the Service Area.
- g) Block by Block shall be responsible for quantifying the work of the Ambassadors in a written manner and format acceptable to CUSTOMER. Such records shall be provided to CUSTOMER on a weekly basis and Block by Block shall be responsible for making at least weekly contact with a designated

representative of CUSTOMER. Cumulative reports shall be provided on a monthly and quarterly basis. All reports shall be considered confidential by Block by Block and its employees, and are the property of the CUSTOMER.

5) PAYMENT TO BLOCK BY BLOCK:

- a) In consideration of the Services, the CUSTOMER shall pay Block by Block a flat monthly fee of \$59,084.04 which fee shall be based upon the hourly billable rates for its various classes of employees as established by Block by Block and approved by CUSTOMER. The maximum annual amount of payments to Block by Block for the Services shall not exceed \$709,008.52.
- b) Additional services either within or outside the Service Area may be requested by CUSTOMER from time to time. These services shall be provided at the same cost, which is \$22.61 for Cleaning and \$22.61 for Safety, for straight time. CUSTOMER shall make a written request for such additional services at least 48 hours in advance of the time service is needed.
- c) The flat rate and hours specified in Exhibit E is guaranteed for the Initial Term and can be changed by Block by Block upon thirty (30) days written notice if require service hours are altered by the CUSTOMER.
- d) It is recognized that there may be months during the Term where the Services and number of hours worked may be reduced due to weather conditions or other circumstances and other months where additional hours or Service may be needed due to downtown events or other circumstances. The CUSTOMER may choose to "bank" any hours of Service which are not used during a monthly cycle and apply these "banked" hours to another monthly cycle within the Term. Any "banked hours" will be used for Services within the Improvement District and will be provided for no additional payment. Block by Block agrees to maintain records of all hours worked and submit monthly summaries of hours worked, cost per hour, tasks performed and "banked" hours available for future use.

At the end of the Term, Block by Block shall provide to CUSTOMER a report which sets forth a final accounting of all hours worked, cost per hour, tasks performed, hours "banked" and number of hours to be rolled to the next contract period.

- e) During the Initial Term, Block by Block shall invoice the CUSTOMER monthly for Services. Block by Block shall submit its invoices by the 15th day of each month. All payments are due within 30 days of invoice.
- f) In the event of any change in Federal, State, or Municipal legislation, regulation, administrative ruling or collective bargaining contract affecting any change in work hours, pay rates, working conditions, taxes, health insurance, benefits, etc. Block By Block shall notify the CUSTOMER in writing of the change in the rates to be charged CUSTOMER and the effective date of said

change which shall be computed on the prevailing hourly pay scale. In the event that government health care legislation mandates provision of health benefits to employees at the Service Area greater than agreed upon in this contract, then Block By Block shall invoice CUSTOMER for the direct cost associated with that program.

6) EQUIPMENT:

- a) OWNERSHIP - As part of this agreement Block by Block will procure specific capital equipment as part of this agreement. A list of this equipment can be found in Exhibit F. The equipment will be purchased explicitly for the CUSTOMER contract and will be owned by Block by Block. All insurance, maintenance and associated costs of ownership will be borne by Block by Block as part of this agreement. The cost of this equipment will be amortized over a three year period, plus the cost of financing and included in the billable rate to CUSTOMER.
- b) In the event Block by Block is terminated without cause CUSTOMER will be responsible for reimbursing Block by Block for the capital equipment, less the amount collected on the equipment through invoicing of the regular agreed upon amount up to the date of notification. CUSTOMER will take possession of the equipment upon reimbursement.
- c) CUSTOMER will own the equipment after the three year amortization period.

7) INDEMNITY AND INSURANCE

- a) INDEMNIFICATION - The parties shall defend, indemnify and hold each other and their respective agents and employees harmless from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses (including reasonable attorney's fees), judgments, liens, encumbrances, orders, awards arising directly or indirectly from the negligent performance or willful misconduct by either party and/or its respective employees under this agreement (all of which are collectively referred to as 'Claims') by any person on account of; or arising as a result of: (1) Injury to, or death of any person including but not limited to either party's personnel; (2) loss of or damage to any property; (3) the employment of, or performance of the Services by, either party's personnel and the termination, constructive or otherwise, of such employment or performance of services; or (4) any breach of any federal, state or local laws by either party or its respective personnel; provided however, that either party shall not be obligated to indemnify the other party for such party's own gross negligence or willful misconduct.

Additionally, for clarity, CUSTOMER will defend, indemnify and hold harmless Block By Block for any claim for personal injury, death or damage to tangible personal or real property, to the extent caused by structural defects and/or Acts of God, including but not limited to situations created by inclement weather, at the Service Area (except to the extent caused by Block By Block)

or caused by the negligence or willful misconduct of CUSTOMER, its employees, affiliates, agents, tenants and/or the tenant employees, vendors or anyone in direct business relationship with CUSTOMER.

In the event CUSTOMER and Block By Block are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the state of California without, however, waiving any defenses of the parties under such law.

b) **PROOF OF INSURANCE** - During the Term of this Agreement, Block by Block shall at its own cost and expense procure and maintain in full force and effect the below listed types of insurance through insurance companies licensed to and doing business in the state of California. All insurance shall name the CUSTOMER as Additional Insureds regarding any operations of the Named Insured's performed under the Named Insured's contract with CUSTOMER. Any insurance maintained by the CUSTOMER shall apply in excess of and not contribute with insurance provided by this policy.

(1) Contractor's Commercial/Comprehensive General Liability Policy with a combined single limit for bodily injury, personal injury and property damage of not less than \$1,000,000.00 per occurrence;

(2) Comprehensive Automobile Liability insurance insuring all owned, non-owned and hired motor vehicles with a minimum of \$1,000,000.00 Combined single limit for any one accident and sufficient to satisfy all applicable laws;

(3) Employers Liability with a minimum coverage of \$500,000.00 for any one occurrence;

(4) Umbrella (excess) Liability policy with a limit of at least \$4,000,000.00.

(5) Workers' Compensation sufficient to satisfy all federal, state and local laws and requirements, whether now or hereafter existing;

8) REPRESENTATIONS AND WARRANTIES OF BLOCK BY BLOCK: Block by Block hereby represents and warrants that (i) Block by Block will perform all Services in a good and workmanlike manner and with reasonable skill, (ii) Block by Block will pay all costs and expenses required for the performance of the Services, except as otherwise provided herein, (iii) Block by Block has the requisite permits from the appropriate federal, state and local authorities to provide the Services. Block by Block warrants that all Services will be performed in accordance with applicable laws for such Services. Block by Block makes no other representations or warranties regarding the Services.

9) RELATIONSHIP OF THE PARTIES: Block by Block agrees that it is and shall be an independent contractor under this Agreement and that Block by Block shall not be an agent or employee of CUSTOMER to any extent or for any purpose and nothing herein shall be construed to cause or create any such relationship. Block by Block shall have no authority to and shall not act for CUSTOMER or bind, or attempt to bind, CUSTOMER in or under any contract or agreement or to otherwise obligate CUSTOMER in any manner whatsoever.

10) TERMINATION: Either party may terminate this Agreement if the other commits a material breach of its respective obligations under this Agreement and fails to correct such breach within sixty (60) days after delivery of written notice of such a breach; provided, however, that if such a breach cannot reasonably be cured within the sixty (60) day period, then such party shall have a reasonable period to cure such breach. Notwithstanding the foregoing, Block by Block may terminate this Agreement on fifteen (15) days written notice if CUSTOMER fails to make any payment of money pursuant to this Agreement. Notwithstanding the foregoing, CUSTOMER may, upon sixty (60) days written notice, terminate this Agreement with cause.

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party.

11) ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter. Any amendments or additions to this Agreement shall not be binding unless in writing and signed by both parties.

12) GOVERNING LAW: The State of California shall govern this agreement without regard to any conflict of law principal. The parties agree that any legal action commenced by and between the parties shall be in the State of California of proper jurisdiction located in Los Angeles.

13) ASSIGNMENT: Block by Block may not assign its interest in this agreement or subcontract any portion of the work to be performed hereunder without the written consent of the CUSTOMER.

14) HEALTH AND SAFETY: Block by Block is solely responsible for compliance with all applicable Federal, State and Local occupational safety and health regulations.

15) AFFIRMATIVE ACTION POLICY: Block by Block shall have in force an affirmative action policy that complies with the requirements of the City in which the Services take place.

16) NOTICES: All notices under this Agreement shall be in writing and shall be Agreement – Hospitality, Safety and Supplemental Cleaning Services

served by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at its address set forth above.

17) ATTORNEY'S FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

18) FORCE MAJEURE: Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to Acts of God, fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, civil disorders, rebellions or revolutions in any country ("Force Majeure"), that party shall be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CUSTOMER:

By:



Printed: Andrew Thomas

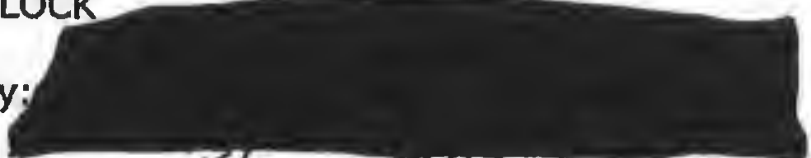
Title: EXECUTIVE DIRECTOR

Address: 10800 WILSHIRE BLVD
#112
LA CA 90024

Block By block:

MYDATT SERVICES INC., dba BLOCK BY BLOCK

By:



Printed: Blair McBride

Title: President

Address: **7135 Charlotte Pike**
Nashville, TN 37209

EXHIBIT A

SERVICE AREA MAP

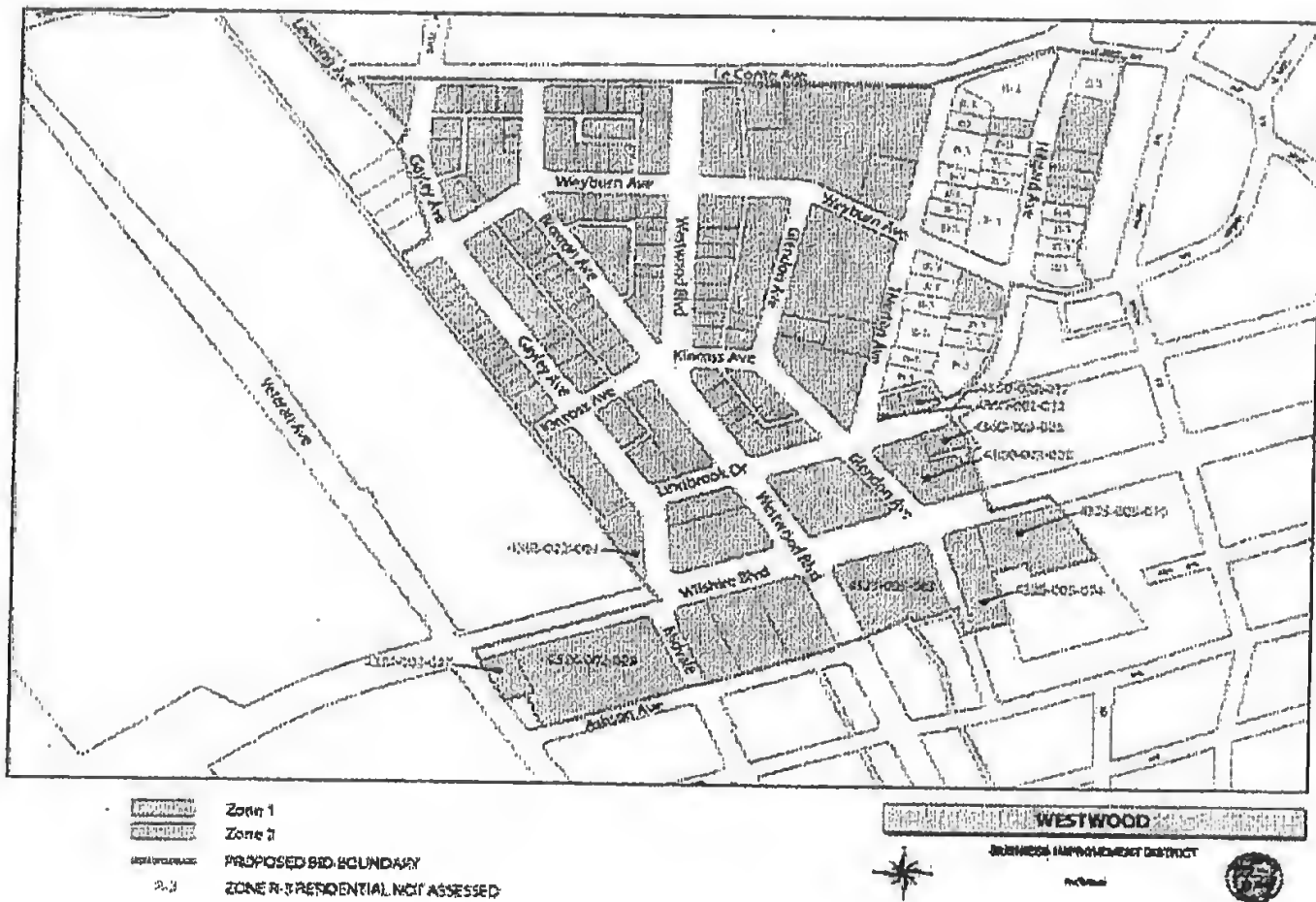


EXHIBIT B

Scope of Services - Cleaning

Block By Block will provide the following Environmental Maintenance Services in the Service Area. Block By Block will also provide a detailed monthly schedule of maintenance services.

The Clean Team will serve primarily as a custodial service with a secondary role as a public information resource to district visitors, workers, shoppers and residents. Unless otherwise specified, areas of responsibility for the Clean Team include all pedestrian public rights of way, the sidewalks from the building line to the curb and alleys adjoining benefiting properties of the District Area from the building line to the opposing building line. Activities of the Clean Street Team may include:

- **Manual Removal of Litter And Debris** - Removal of litter, trash, and debris, and extending a distance of 18 inches beyond the curb into the street or alley, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals.
- **Weed Control** - Killing and removal of weeds and grass. Contractor shall spray weeds as needed with chemicals meeting all Federal, State and Municipal laws and regulations. Contractor shall meet all licensing requirements imposed by Federal, State, or local authorities.
- **Mechanical Cleaning** - Using the District's mechanical cleaning devices to clean sidewalks and remove debris and litter from public pedestrian rights of way (including sidewalks, pedestrian skywalks and alleys) and tree wells. Specific Clean Team members shall be hired and trained by Contractor to be the primary operators of the mechanical cleaning devices. Only in the event of an extreme emergency should other members of the Clean Team be permitted to operate the machines.
- **Handbill Removal** - Removal of handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures.
- **Graffiti Removal** - Remove or cover graffiti from the first floor of buildings facing or visible from public rights of way, and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures, within 24 hours after the graffiti appears (subject to any delay necessary to obtain consent of the owner of any private property), using the least intrusive means available and approved by the property owner. Contractor will not perform graffiti removal on private

property until the consent of the owner has been obtained. The District will aid Contractor in securing any necessary consent from the owner of any private property affected.

- **Power Washing** – Power Washing will be done on a regular basis including removal of spills and stains.
- **Special Projects** - Carry out a wide variety of special projects mutually agreed upon by the CUSTOMER and Block by Block. Such special projects include painting of fixtures (benches, light posts, etc.), power washing or any other project not requiring 'technical' expertise that can be carried out within reasonable methods or means by existing cleaning staff members.
- **Landscaping** - Limited landscaping services as requested by the CUSTOMER.

EXHIBIT C

Scope of Services – Hospitality & Safety

Block By Block will provide the following Safety related services within the boundaries of the service district.

- **Walking Patrols** - Ambassadors will be deployed to their assigned zones to patrol the area as a deterrent for unwanted activity, as well as to interact with businesses, residents and visitors. Ambassadors on walking patrol will be responsible for making Public Relations (PR) checks at various businesses each day to make a personal contact and to gather and share safety related information.
- **Segway Patrols** - Based on the deployment plan some Ambassadors will be assigned to patrol their area on Segway. Segway patrols will allow Ambassadors to cover more ground and provide extra visibility, without losing the ability to interact with the public or be disconnected from the environment. Ambassadors will use bicycles to patrol sidewalks, alleys and the many surface parking lots of the service district to deter unwanted activity and offer assistance.
- **Public Relations Checks** - Ambassadors will be responsible for stopping in to visit a specified number of businesses per shift. The duration of each public relations check should be no more than five minutes per business, which should be spent speaking with the manager of the business to gather and share security related information and concerns. A list of businesses in which

public relations checks were conducted will be reported daily. The Public Relations checks also provide an opportunity for Ambassadors to get a quick break from poor weather conditions, while remaining productive.

- **Addressing Quality of Life Crimes** – Ambassadors will be responsible for interacting with persons creating quality of life issues, to advise them of local ordinances and requesting compliance. All Ambassadors are trained in 'situational protocol' to appropriately handle situations in a firm, yet courteous, manner.
- **After Hours Escorts** - This service would allow district workers to request this service by calling the on-duty Team Leader on the publicized cellular phone number to have an Ambassador meet them at their place of business or residence and walk them to their destination.
- **Information Sharing** – Working with the local Police Department the Ambassadors will be utilized to share information to educate stakeholders on safety/security related issues. For instance, if the police department has crime prevention brochures, the Ambassadors can be utilized to distribute this information.
- **Reporting** - Ambassadors will be responsible for completing Daily Activity Reports and submitting them to the CUSTOMER as specified. The daily statistics will be compiled weekly and provided to the customer. The Ambassadors will gather information on any incidents or criminal activity that is considered to be out of the ordinary and forward such information in the form of an Incident Report. Criminal activity includes "Quality of Life" crimes, such as public intoxication, open container, loitering, trespassing, public urination and aggressive panhandling.
- **Hospitality Services** - When analyzing the tasks which consume the time of Ambassadors they spend the majority of their day patrolling the service district on the lookout for unwanted activity and deterring criminal behavior. These patrols provide a tremendous opportunity to interact with pedestrians in order to be friendly, good will representatives of the service district, share information and make recommendations.
- **Homeless Outreach Services** – Dedicated Outreach Ambassador will develop meaningful relationships with individuals who are on the street and guide them to available social services. This position will also track interactions in the SMART System including updating the known person's database, with the overall mission of the program to provide permanent housing.

EXHIBIT D

Weekly Service Hours

SCHEDULE	
Safety Ambassador	160.00
Cleaning Ambassadors	168.00
Power Washer	40.00
Power Washing - Supervisor	40.00
Team Leader	56.00
Outreach Ambassador	40.00
Operations Manager	40.00
Weekly Total	544.00
Annual	28,288.00
Employees	13.60

EXHIBIT E

Employee Average Wage Rates and Bill Rates

PRICING	Safety Ambassador	Cleaning Ambassadors	Power Washer	Power Washing Supervisor	Team Leader	Outreach Ambassador	Operations Manager
Pay Rate	\$ 15.28	\$ 13.23	\$ 14.72	\$ 17.25	\$ 14.72	\$ 16.00	\$ 28.78
FICA	\$ 1.01	\$ 1.01	\$ 1.13	\$ 1.32	\$ 1.13	\$ 1.22	\$ 2.23
WC	\$ 0.88	\$ 0.83	\$ 0.97	\$ 1.14	\$ 0.97	\$ 1.06	\$ 1.97
Liability	\$ 0.34	\$ 0.34	\$ 0.38	\$ 0.44	\$ 0.38	\$ 0.41	\$ 0.76
Unemployment	\$ 0.93	\$ 0.93	\$ 1.03	\$ 1.21	\$ 1.03	\$ 1.12	\$ 2.08
Subtotal	\$ 16.38	\$ 16.38	\$ 18.22	\$ 21.36	\$ 18.22	\$ 19.81	\$ 36.88
Weekly Hours	160.00	168.00	40.00	40.00	56.00	40.00	40.00
Annual Hours	8,320.00	8,736.00	2,080.00	2,080.00	2,912.00	2,080.00	2,080.00
Annual Billing	\$ 136,293.13	\$ 143,107.79	\$ 37,897.84	\$ 44,425.62	\$ 53,056.97	\$ 41,207.30	\$ 76,761.98
Overhead	\$ 3.14	\$ 3.14	\$ 3.14	\$ 3.14	\$ 3.14	\$ 3.14	\$ 3.14
Benefits	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66	\$ 1.66
Profit	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44	\$ 1.44
Bill Rate	\$ 22.61	\$ 22.61	\$ 24.45	\$ 27.39	\$ 24.45	\$ 26.04	\$ 43.11
Weekly Hours	160.00	168.00	40.00	40.00	56.00	40.00	40.00
Annual Hours	8,320.00	8,736.00	2,080.00	2,080.00	2,912.00	2,080.00	2,080.00
Annual Billing	\$ 188,151.05	\$ 197,558.60	\$ 50,862.31	\$ 57,391.09	\$ 71,207.24	\$ 54,171.77	\$ 89,665.46
ANNUAL BILLING							\$ 709,008.52

WVIA 2017 BUDGET SUMMARY		
Category	\$	%
Labor	\$ 532,691.61	75.1%
Benefits	\$ 46,853.48	6.6%
Labor Related (background checks, recruiting, awards, etc.)	\$ 5,940.02	0.8%
Uniforms	\$ 8,698.56	1.2%
Cell Phones	\$ 2,986.00	0.4%
Equipment (Truck, ATVs, other 'capital' equipment)	\$ 6,669.87	0.9%
Equipment Related (fuel, maintenance, insurance, parking)	\$ 31,036.00	4.4%
Utilities	\$ 1,200.00	0.2%
Janitorial Supplies	\$ 14,490.00	2.0%
Dumpster / Trash	\$ 15,480.00	2.2%
Office Supplies & Printing	\$ 1,200.00	0.2%
Miscellaneous	\$ 1,000.00	0.1%
Administrative Support (mgmt, travel, postage, etc.)	\$ -	0.0%
Profit (6.1% of total)	\$ 40,762.98	5.7%
TOTAL	\$ 709,008.52	100.0%

EXHIBIT F

Capital Equipment

1 – Pick Up Truck

1- Pressure Washer

1 - Segway